

**EXHIBIT E**

## AGREEMENT

AGREEMENT, made September 30, 2002, by and between Vassar Brothers Hospital, doing business as Vassar Brothers Medical Center, a not-for profit corporation organized and existing under the laws of the State of New York, having its principal place of business located at 45 Reade Place, Poughkeepsie, New York 12601 (hereinafter, "VBMC"); DRA Imaging P.C., a professional services corporation duly organized and existing under the laws of the State of New York, having its principal place of business located at 1 Columbia Street, Poughkeepsie, New York 12601 (hereinafter, "DRA"); and Hudson Valley Radiologists, P.C. a professional services corporation duly organized and existing under the laws of the State of New York, having its principal place of business located at Reade Place, Poughkeepsie, New York 12601 (hereinafter, "HVR") (hereinafter collectively "the Parties" and individually a "Party") (the "Agreement").

## WITNESSETH

WHEREAS, in July 1996 VBMC and DRA each became members of Imaging Support Services LLC ("ISS"), a limited liability company established under the laws of the State of New York;

WHEREAS, VBMC and DRA executed an Operating Agreement on July 26, 1996 which was amended on December 31, 1999 (the "Operating Agreement");

WHEREAS, ISS and DRA executed a Management and Resources Agreement on July 26, 1996 (the "M&R Agreement");

WHEREAS, VBMC and HVR executed a Professional Services Agreement on July 26, 1996 (the "Professional Services Agreement");

WHEREAS, VBMC, initiated an arbitration proceeding against DRA based upon disputes involving payments allegedly due pursuant to the Operating Agreement;

WHEREAS, VBMC and DRA desire to adjust and settle such dispute and avoid costs and burdens associated with arbitration;

WHEREAS, DRA does not make, nor is this Agreement intended to imply, any admission as to VBMC's claim or claims, as to the disputes; and

WHEREAS, VBMC and HVR wish to adjust certain issues related to and amend the Professional Services Agreement;

NOW THEREFORE, in consideration of the covenants and undertakings set forth herein, VBMC, DRA and HVR, and each of them, hereby agree as follows:

I. Settlement of Arbitration and Amendment of Operating Agreement

1. In full settlement of the claim by VBMC, the sum of \$ [REDACTED] will be paid to VBMC as follows:

a.

b.

c.

d.

2. Article 4.4 of the Operating Agreement is hereby amended to add the following as a new last sentence:

3. The payments described in paragraph "1" above shall be made by ISS

4. Article 9.2 of the Operating Agreement is hereby amended to provide that,

5. Article 12.6.3 of the Operating Agreement is hereby amended to read:
6. The first sentence of Article 12.7 of the Operating Agreement is hereby amended to read as follows:
7. Article 9.1 of the Operating Agreement is hereby amended to read as follows:
8. DRA hereby waives any claim it has or may have against ISS or VBMC to the date of this Agreement with respect to
9. In the event of sale or dissolution of ISS,
10. During the period running from the date of this Agreement through May 31, 2006, DRA shall have the right, at its sole discretion without having to obtain any approval from the ISS Operating Committee (as defined in Article 1.21 of the Operating Agreement) which might otherwise be required under Articles 4.2, 4.4, 7.1, 7.2, 7.3, 7.4 and 7.5 of the Operating Agreement: (a) to make capital contributions to ISS for the purpose of making capital improvements to ISS or obtaining equipment for ISS at 1 Columbia Street, Poughkeepsie, New York, West Cedar Street, Poughkeepsie, New York and 400 Westage Business Center Drive, Fishkill, New York ("the Existing Practice Locations") within the Geographic Radius (as defined in Article 1.16 of the Operating Agreement); or to (b) cause ISS to make improvements or obtain equipment through lease or financing at the Existing Practice Locations within the Geographic Radius, subject to paragraph 2 above.

11. VBMC and DRA will execute and exchange general releases [REDACTED]

12. VBMC and DRA acknowledge and agree that the foregoing paragraphs "1" through "7" and "9" and "10" shall amend the Operating Agreement and all provisions of the Operating Agreement not directly changed by this Agreement shall remain in full force and effect.

13. Both VBMC and DRA, as members of ISS, acknowledge that

**II. Fishkill Medical Mall Issues**

14.

15.

16.

**III. Interventional Radiology**

17. VBMC and HVR agree as follows:

a.

b.

c.

18. HVR shall

e  
y  
,

19. VBMC and HVR

20. Any dispute between the parties with respect to the terms of this Settlement Agreement shall

21. This Agreement constitutes the complete and full agreement reached by VBMC, ~~DRA and HVR, and each of them, with respect to the subject matter hereof and~~ may not be changed in any respect, except by a writing duly executed by the parties or their authorized representatives.

22. This Agreement may be executed in counterparts and shall become effective upon execution and exchange of executed originals by and among the Parties.

The Parties have read the foregoing Agreement and accept and agree to the provisions contained therein and hereby have caused this Agreement to be signed as of the day and date adjacent to their signature.

**DRA Imaging P.C.**

**Hudson Valley Radiologists P.C.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

**Vassar Brothers Medical Center**

By: *Dusack*  
Its: *President*  
Dated: *9-30-02*

18. HVR shall

19. VBMC and HVR

20. Any dispute between the parties with respect to the terms of this Settlement Agreement shall

21. This Agreement constitutes the complete and full agreement reached by VBMC, ~~DRA and HVR~~, and each of them, with respect to the subject matter hereof and may not be changed in any respect, except by a writing duly executed by the parties or their authorized representatives.

22. This Agreement may be executed in counterparts and shall become effective upon execution and exchange of executed originals by and among the Parties.

The Parties have read the foregoing Agreement and accept and agree to the provisions contained therein and hereby have caused this Agreement to be signed as of the day and date adjacent to their signature.

**DRA Imaging P.C.**

By: Vita Drain MD  
Its: President + CEO  
Dated: 9/30/02

**Vassar Brothers Medical Center**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

**Hudson Valley Radiologists P.C.**

By: W. Ellis MD  
Its: President + CEO  
Dated: 9/30/02

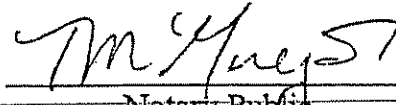


Acknowledgment for Vassar Brothers Medical Center:

STATE OF NEW YORK, COUNTY OF DUTCHESS, ss.

On the 30 day of September, 2002, before me, the undersigned notary public, personally appeared Susan Davis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

THOMAS C. MCGREGOR  
Notary Public, State of New York  
Reg. # 02MC6040231  
Qualified in Dutchess County  
Commission Expires April 17, 20 06



Notary Public

My commission expires on

Acknowledgment for DRA Imaging P.C.:

STATE OF NEW YORK, COUNTY OF DUTCHESS, ss.

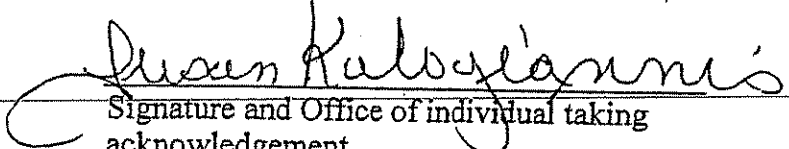
On the      day of September, 2002, before me, the undersigned notary public, personally appeared      , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public  
My commission expires on

UNIFORM ACKNOWLEDGMENT  
(NEW YORK STATE)

STATE OF NEW YORK                    )  
  )SS:  
COUNTY OF DUTCHESS                )

On the 30 day of September in the year 2002 before me, the undersigned, personally appeared Victor D Gaines, MD President C E G, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument.

  
\_\_\_\_\_  
Signature and Office of individual taking  
acknowledgement

SUSAN KALOGIANNIS  
Notary Public, State of New York  
No. 01KA6040547  
Qualified in Ulster County  
Commission Expires April 24, 20 06